

Item #5:

Resolution Waiving Bids & Approving Archer Lot Snow Removal

VILLAGE OF LONG GROVE
RESOLUTION NO. 2010-R-__

RESOLUTION WAIVING BIDS & AWARDING A CONTRACT FOR
MUNICIPAL ARCHER ROAD & SIDEWALKS
SNOW AND ICE REMOVAL

WHEREAS, the Village requested proposals for the removal of snow and ice from Municipal Archer Road & Sidewalks for the 2010/11 winter season; and

WHEREAS, the Village has reviewed the proposals received and determined that the proposal of Acres Group was favorable to the interests of the Village;

WHEREAS, the Village Manager has recommended that the Village waive competitive bidding and approve a proposal from The Acres Group for the removal of snow and ice from Municipal Archer Road & Archer Road Sidewalks (the "***Recommended Proposal***"), which Recommended Proposals is attached to this Resolution as Exhibit A; and

WHEREAS, the President and Board of Trustees, being fully advised in the premises, have determined that it is in the best interests of the Village and its residents to so waive competitive bidding and to approve the Recommended Proposal;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: Recitals. The foregoing recitals are hereby incorporated herein as findings of the Village Board of Trustees.

Section 2: Award. The Village of Long Grove hereby awards the contract for snow and ice removal from Village Archer Road & Sidewalks ("***Contract***") to Acres Group for the 2010/11 winter season conditioned upon the receipt of all contractually required documentation and such other additional information that may be requested by the Village Manager in accordance with the Contract that is acceptable to the Village of Long Grove.

Section 3: Effective Date. This Resolution shall be in full force and effect from and after its

passage and approval in the manner provided by law.

PASSED THIS 9TH DAY OF NOVEMBER, 2010.

AYES: (___)

NAYS: (___)

ABSENT: (___)

APPROVED THIS 9TH DAY OF NOVEMBER, 2010.

Village President, Maria Rodriguez

ATTEST:

Village Clerk, Karen Schultheis

EXHIBIT A – RECOMMENDED PROPOSAL
ACRES GROUP

A



610 W. Liberty Street
23940 Andrew Road
Wauconda, Illinois 60084
Phone 847/526-4554
Fax 847/526-4596

Plainfield, Illinois 60585-9709
Phone 815/439-2022
Fax 815/609-3643

SNOWPLOWING MAINTENANCE CONTRACT

This Contract, dated 8/18/10 between Village of Long Grove – Archer Road & Walks (Customer) and the ACRES GROUP (Contractor) shall be in accordance to this Contract and subject to the Specifications attached as Riders A and A-1

- 1. TERMS OF AGREEMENT: The agreement shall commence on 12/1/10 and terminate on 4/30/12.
- 2. PLACE OF PERFORMANCE: ARCHER ROAD & WALKS – LONG GROVE, IL.
- 3. PAYMENT RATES AND BILLING: As compensation for services to be performed by Contractor, Customer will pay within 30 days. The cost of contracted service is:

Snow Per Operation: 2.0" – 4.0" \$511.00 per operation 12/1/10 through 4/30/11 _____
 4.1" – 6.0" \$694.00 per operation (Customer's initials)
 6.1" – 8.0" \$857.00 per operation
 8.1" + time and material rates will apply

Snow Per Operation: 2.0" – 4.0" \$511.00 per operation 12/1/11 through 4/30/12 _____
 4.1" – 6.0" \$694.00 per operation (Customer's initials)
 6.1" – 8.0" \$857.00 per operation
 8.1" + time and material rates will apply

INCLUDES NEW WALKS
POLY BLADES - \$500.00 ADDITIONAL PER SEASON

Snow maintenance services performed outside the term of the snow maintenance contract will be at an additional charge.

* Snowfalls as measured by Murray & Trettel, Inc. meteorologists

4. **Ice Treatment Options:** Please initial Section A, B or C.

Section A _____(Customer's initials)

A. Ice treatment applied to areas listed below will be automatically completed during or after a snow plowing operation for the following cost per application:

Section B _____(Customer's initials)

B. For each snow plow operation, Contractor will contact Customer's designated Property Agent for oral or written approval to provide treatment at locations and costs as listed above (item A). If oral or written approval is not given, treatment will not be provided. Oral approvals shall be confirmed by e-mail or other writing.

Section C _____(Customer's initials)

C. For each snow plow operation, Contractor is not to contact Customer's designated Property Agent. Customer's Property Agent will contact Contractor with an oral and/or written request if treatment is desired. Application locations and cost as listed above (Item A). Oral approvals shall be confirmed by e-mail or other writing.

6. BILLING: Billing will be on the 1st of each month for that month's service. A 1.5% service charge is added to all invoices not paid by 30 days - annual interest rate equals 18%. Contractor reserves the right to suspend services should outstanding payment for above services exceed sixty (60) days past date of invoice. Services will be temporarily discontinued at the 91st day of non-payment until the account is brought current. Any and all collection and/or litigation fees and costs, including attorneys' fees and costs shall be paid by the Customer.
7. **CANCELLATION CLAUSE:** This cancellation clause will apply to both parties. The process will be triggered only after the party seeking cancellation submits written justification. The documented justification shall be delivered by certified mail. Within two (2) weeks of the certified receipt of the documented justification, the parties will have a face to face performance evaluation to discuss the submitted documented justification. After the evaluation, the party which received the certified documented notice of cancellation shall have thirty (30) days to cure the documented justification. Within ten (10) days after the thirty (30) day cure period, the parties shall decide whether the documented justification has been cured. If the parties conclude that the documented justification has been cured, this Contract will remain effective. If the parties conclude that the documented justification has not been cured, within ten (10) days, the party seeking cancellation shall state in writing why the documented justification has not been cured. Again, the notice shall be delivered by certified mail. If the canceling party is the client, client agrees that within thirty (30) days after Acres receipt of the client's certified notice, all services rendered will become due and payable within the terms of this Contract.

Services due and payable shall include Acres costs incurred through date of termination, including a reasonable amount of overhead and profit. That amount may include amounts in excess of the monthly charges paid by client through the date of termination. Client appreciates that substantial portions of Acres work may be performed during the early months of this Contract, and therefore, Acres costs will not be recovered fully until all monthly payments due under this Contract have been paid.

8. **INSURANCE:**

- A. Contractor agrees to supply to Customer or its designated property agent a Certificate of Insurance prior to commencing work under this Agreement evidencing the following coverages for Contractor:

Coverage	Limits
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each accident bodily injury by accident \$1,000,000 policy limit bodily injury by disease \$1,000,000 each employee bodily injury by disease
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence \$1,000,000 personal and advertising injury liability \$2,000,000 general aggregate \$2,000,000 completed operations aggregate
Automobile Liability	\$1,000,000 each accident
Umbrella Policy	\$5,000,000

- B. Insurance will be carried with a company licensed to do business in Illinois

9. **LIMITATION OF LIABILITY**

Contractor shall not be liable to Customer for damages by reason of any delay in completion of the work hereunder due to causes beyond Contractor's control. Contractor will not be liable to Customer for any injuries that result from causes beyond Contractor's control, such as: gutter, downspout or roof run-off, poorly drained areas, snow or ice between parked cars or freeze/thaw conditions.

10. **INDEMNIFICATION**

Customer agrees to defend, indemnify and hold harmless Contractor from property damages or personal injuries suffered by any third person unless the injury or illness was caused by the sole negligence of Contractor.

11. **NOTICE OF CLAIMS**

If Customer discovers any facts that might give rise to a claim arising out of Contractor's work, Customer shall immediately notify Contractor of same in writing. Contractor shall be entitled to contest any such claim with counsel selected by Contractor or its insurer and shall be entitled to control any litigation relating to such claim. Customer shall not settle or compromise any such claim without Contractor's prior written consent and shall cooperate with Contractor and its insurer in connection with the defense of any such claim.

- 12. REASONABLE EFFORTS: The services provided by Contractor pursuant to this Contract will be performed in a reasonable and workman-like manner.
- 13. This contract will be considered null and void on **10/8/10** without appropriate authorized signatures below.

ACCEPTANCE OF PROPOSAL: The above Contract prices, including the specifications stated in Riders A and A-1, are satisfactory and are hereby accepted. Contractor is authorized to do the work indicated and as specified. Payment will be made as stated above.

Customer Signature

DATE

Contractor
ACRES GROUP

DATE

Print Name

Customer's designated property agent is **Michael Schwartz**.